

STANDARD FORM 1449 (REV.4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECTFOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER		FOR PAYMENT	42a. RECEIVED BY (Print)	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE RECD (YY/MM/DD)	42d. TOTAL CONTAINERS

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PART I - THE SCHEDULE**SECTION B****SUPPLIES OR SERVICES AND PRICE/COSTS**

The intent of this solicitation is to obtain the services of Northern Rockies Geographic Area water handling equipment to include Type 3-6 wildland fire-fighting engines, water tenders, skidgines, soft tracks, and pumper cats as defined in this solicitation, for local, Regional, and Nationwide fire suppression, all risk activities and severity.

The agreement resulting from this Request for Quote (RFQ) may be used by multiple State and Federal agencies.

Exhibits C.2 and C.3 contain requirements specific to the various State and Federal Agencies.

PRICING AND ESTIMATED QUANTITY

This solicitation will result in daily rate agreements with per-day prices. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED

Proposed daily rates shall include, but are not limited to, labor, equipment, materials, State and Federal taxes (including workman's compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment meets the specified standards. Rates should be based on the anticipation of working a minimum 12-hour day. Hours may exceed 12 per day, however must comply with work-rest guidelines. Transport rates shall be provided as a separate (per mile) line item for skidgines, pumper cats, and soft tracks.

INSTRUCTIONS TO OFFEROR

Quotes in response to this solicitation must be submitted on-line at the Equipment and Training Inventory System (EaTIS) website: <http://EaTIS.net>. See E.1 52.212-1 Instructions to Offeror in Section E. (Also see Exhibit G for EaTIS instructions). An EaTIS instructional workbook is available on the EaTIS web site.

IMPORTANT: Equipment information must be entered in EaTIS correctly, including type, capacity, vehicle identification and license numbers. When entering equipment information in EaTIS, Contractor must enter the city, state, and zip code of the location where the equipment is located. This will be considered the designated dispatch point (DDP) and will determine which dispatch center that the equipment will be dispatched from (Ref. D.6.2).

The Government is planning on holding four pre-proposal conferences. Please see C.7 for conference locations, times, and instructions.

BASIS OF AWARD

See Section E.2

SUMMARY

Contractor must:

- Obtain a USDA eAuthentication profile (see Exhibit G)
- Enter Company information, including; equipment, personnel, and price in EaTIS
- Register in or update information in CCR (see C.I (t))
- Register on-line or submit hard copy of ORCA (see E-3)to Contracting Officer, address in block 9 of Standard Form 1449 (cover form).
- Obtain Pre-award Inspections and submit hard copy documentation (see D.20.3)

SECTION C

CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2005)

(a) **Inspection/Acceptance**. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment**. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claim Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes**. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes**. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions**. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays**. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.**

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (**e.g.**, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.**—

- (1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) **Electronic Funds Transfer (EFT)**. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount**. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments**. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) **Risk of loss**. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes**. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **Termination for the Government's convenience**. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause**. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title**. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty**. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, **et seq.**, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) **Central Contractor Registration (CCR).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor

must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

Add the following clauses:

52.245-1 -- Property Records. (Apr 1984)

52.245-4 -- Government Furnished Property (Short Form) (Jun 2003)

452-228-71 -- Insurance Coverage, AGAR (Nov 1996)

4G52.222-701 Employment of Eligible Workers, FSAR (DEC 1999)

4G52.222-702 Labor Standards for Contracts Involving Migrant and Seasonal Agricultural Workers, FSAR (DEC 1999)

4G52.222-703 Migrant and Seasonal Agricultural Worker Protection Act Registration, FSAR, (DEC1999)

C.2 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

X (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (4) [Reserved]
- X (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- X (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___(24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___(ii) Alternate I (Jan 2004) of 52.225-3.

___(iii) Alternate II (Jan 2004) of 52.225-3.

___(25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___(26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

___(28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

___(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___(32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___(33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___(34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___(35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.3 AGREEMENT AND PERFORMANCE PERIODS

C.3.1 AGREEMENT PERIOD

Estimated date of award is June 1, 2006. The agreement period shall extend for one year from the date of award. Agreements may be extended at the current rates through December 31, 2007, if authorized in writing by the Contracting Officer and agreed to by the Contractor.

C.3.2 START WORK

The Contractor will provide availability status to the designated dispatch office within 10 days after award of the agreement.

C.3.3 SUGGESTED AVAILABILITY PERIOD (SAP)

It is estimated that the potential use period for equipment within the Northern Rockies Geographic area may fall between June 15 and October 31 of each year. Potential use outside this area could occur at any time. Refer to General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A, for Contractor's obligation under this agreement.

C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS

Refer to General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A.

C.5 PERFORMANCE

At a minimum, one written performance evaluation for the incident will be completed by a government representative prior to the CE being demobilized from the incident. A copy of the evaluation form(s) (See Exhibit H.1) will be given to the Contractor at the incident and one forwarded to the CO and the Northern Rockies Coordination Center, 5767 West Broadway, Missoula Montana, 59808.

The evaluation forms, in addition to other performance information will be utilized to facilitate the compilation of the Contractor's performance report for each agreement year and may be used in past performance evaluations for future procurements.

C.6 WEAR AND TEAR

Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. See General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A.

C.7 PRE-BID/PRE-PROPOSAL CONFERENCE (FEB 1988) AGAR 452.237-71

(a) The Government is planning pre-proposal conferences, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. **Questions may be submitted to Debby Wesselius (dwesselius@fs.fed.us)**. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(d) The conferences will be held:

Location: **Billings, MT**
Date: March 6, 2006
Time: 7:00 p.m. to 9:00 p.m.
Location: War Bonnet Inn
 Exit 450 S 27 St & I 90
 Billings Montana

Location: **Helena, MT**
Date: March 7, 2006
Time: 7:00 p.m. to 9:00 p.m.
Location: Montana Association of Counties Conference Center
 2715 Skyway Drive
 Helena Montana

WATER HANDLING EQUIPMENT SOLICITATION
REGION ONE, NORTHERN ROCKIES GEOGRAPHIC AREA

Location: Missoula, MT
Date: March 8, 2006
Time: 7:00 p.m. to 9:00 p.m.
Location: Grant Creek Inn
5280 Grant Creek Road
Missoula, MT

Location: Coeur D'Alene, ID
Date: March 9, 2006
Time: 7:00 p.m. to 9:00 p.m.
Location: Idaho Panhandle NF Supervisor's Office
3815 N Schreiber Way
Coeur D'Alene, ID

SECTION D

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

D.1 BACKGROUND

The USDA Forest Service (hereinafter referred to as FS) has fought wildland fires for many years using in-house Agency and its' Federal and State Cooperator wildland engines. Work is performed in forest and rangeland environments with steep terrain where surfaces may be extremely uneven, rocky, covered with thick tangled vegetation, etc. Temperatures are frequently extreme, both from the weather and from the fire. Smoke and dust conditions are frequently severe. The hazardous nature of the work requires that protective clothing be worn. The engine crews are, for the most part, required to eat, rest, and sleep at Incident camps, remote camps, FS and Cooperator campgrounds, which are located in mountainous, rangeland, and/or timbered areas. The engines may be used on narrow, unimproved roads, off roads, in mountainous, rangeland and timbered areas, and will be driven where there is brush growing on the shoulders.

Throughout the years, the need for water handling equipment has increased, and private wildland fire service equipment was obtained by the issuance of Regional agreements or Emergency Equipment Rental Agreements (EERAs). These contract agreement specifications were developed due to the size of the industry and the need for private wildland fire service equipment.

Forest Service Cooperators are hereby authorized to use this agreement in accordance with the terms and conditions set forth herein.

This agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before using resources under this agreement.

D.2 SCOPE OF AGREEMENT

The intent of this solicitation and any resultant agreement is to obtain the services of Northern Rockies Geographic Area water handling equipment for use on a local, Regional and Nation-wide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the agreement specifications. The equipment may be used in the protection of lands, to include but not be limited to, wildland fire preparedness, initial attack, fire suppression, and all risk incidents needing the use of personnel trained in the Incident Command System (ICS).

D.3 EQUIPMENT

D.3.1 Vehicles shall comply with equipment standards shown in Exhibit H.2. All Northern Rockies Coordinating Group (NRCG) Equipment Standards shall be followed. Vehicles that have emergency lights may not use them when

performing work under this agreement unless directed in writing by the Incident Commander to do so. In addition to those requirements found in the Exhibits, the following requirements are necessary:

- D.3.1.1 All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in C.6. All Engines and Tenders under this agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.
 - D.3.1.2 All type 6 engines shall have operational 4-wheel/or multiple axle drive capability. Type 3, 4, and 5 engines, 4-wheel/or multiple axle drive capability is optional.
 - D.3.1.3 Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which includes the spare tire, must be of the same tire rating, shall have sound sidewalls, body and tire tread depth of a minimum of 6/32. All wheel drive vehicles shall have all season or mud and snow tire tread on all wheels.
 - D.3.1.4 All Type 5 and 6 Engines shall have a full size spare tire with minimum of 6/32-inch tread and wheel securely (mounted to the vehicle). The spare tire shall be easily accessible.
 - D.3.1.5 All water handling equipment shall have:
 - a. A fire extinguisher, minimum 2 ½ pound multi-purpose ABC 1A; 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher must have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
 - b. Warning device (backup alarm): All vehicles shall be equipped with an audible reverse warning device (backup alarm) of 89 db or greater when the transmission is put into reverse. No other switches to activate the alarm will be allowed.
- In addition to these requirements, engines and tenders shall meet all State Motor Vehicle Requirements and shall have:
- i. Reflectors, one set of 3.
 - ii. Wheel chocks (NFPA 1906, most current edition)

D.3.1.6 No engine and water tender shall exceed the manufacturer's GVWR or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor must provide at the pre-season and incident inspections, a GVWR certificate from manufacturer stating front, rear and total GVWR. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted.

D.3.1.7 Engines shall have chainsaws with a minimum of 18 inch guide bar and a 3.0 cubic inch size motor. A chainsaw kit is also required and will have the following items: Chainsaw protective wrap around leg chaps that meet the current industry standards approved by OSHA, extra chain, srench, chain file, felling axe, felling wedge, and a two compartment plastic fuel can that will hold both the chainsaw engine fuel oil mixture and guide bar oil. The chainsaw may be used for mop-up operations, the clearing of access routes and emergency escape routes. The engine crew shall not perform as certified tree fallers.

D.3.1.8 General Equipment Requirements

For required minimum equipment inventory and general equipment requirements, please see Exhibit H.2

D.3.2 VEHICLE LICENSING REQUIREMENTS:

D.3.2.1 All Engines and Tenders offered and used under this agreement must be licensed and legally operable on all roads. All Engines and Tenders with a Gross Vehicle Weight Rating (GVWR) greater than 10,001 pounds must have;; a) US Department of Transportation (USDOT) number; b) annual USDOT certified vehicle inspection; or c) Federal Motor Carrier Vehicle Safety Alliance Inspection and other endorsements as required.

D.3.2.2 Operators of any motor vehicle having a GVWR of more than 26,001 pounds must meet all federal and state Commercial Driver's License (C.D.L.) requirements for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of more than 10,001 pounds must have a current medical card.

D.3.3 PROGRAMMABLE RADIO: ENGINES AND WATER TENDERS ONLY

Contractor shall have a minimum of one NIFC approved VHF (148Mhz-174Mhz) handheld, field programmable, narrowband capable radio; which will be programmed by the authorized agency or the Communications Unit on the incident to the authorized incident frequencies. Modified or Family Radio Service (FRS) radios are strictly prohibited. The authorized radios may be found at the Wildland Fire Communications Site; <http://radios.nifc.gov>.

The contractor will comply with all National Telecommunications and Information Administration (NTIA) rules and regulations when using Federal Agency frequencies and with all Federal Communications Commission (FCC) rules and regulations when using State Agency frequencies. The contractor shall not use the fire fighting/incident frequencies for other than fire suppression activities. All Incident, Federal and State frequencies must be removed by authorized personnel prior to demobilization from the incident.

D.4 STAFFING REQUIREMENTS

All Contractor personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1, qualifications carded in accordance with Exhibits I.1 and I.2, Training and Positions Qualifications Requirements, and comply with Exhibit L, Safety Standards.

D.4.1 ENGINE STAFFING REQUIREMENTS

The CONTRACTOR shall furnish type 3-6 wildland fire engine(s), consisting of a minimum crew of three (3) to include:

<u>Number of Personnel</u>	<u>Title</u>	<u>Engine Types</u>
1 ea	Single Resource Boss Engine (ENGB)	All Types
2 ea	Firefighter Types 1 or 2 (FFT1 or FFT2)	All Types

D.4.2 WATER TENDER STAFFING REQUIREMENTS

The CONTRACTOR shall furnish wildland water tenders (support), consisting of one (1) person to include:

<u>Number of Personnel</u>	<u>Title</u>	<u>Tender Types</u>
1 ea	Tender Operator: S130, S190, & fireline safety and light pack test	All Types

D.4.3 SKIDGINES, SOFT TRACKS, AND PUMPER CATS STAFFING REQUIREMENTS

The CONTRACTOR shall furnish skidgines, soft tracks and pumper cats, consisting of a minimum crew of one (1) person to include:

<u>Number of Personnel</u>	<u>Title</u>	<u>Equipment Types</u>
1 ea	Operator: fireline safety, light pack test	All Types

D.4.4 ENGLISH SPEAKING REQUIREMENT

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative (i.e. ENGB, or operator) on each piece of equipment shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

D.5 EQUIPMENT RELIABILITY

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. Refer to General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A.

The Government reserves the right to conduct inspections at any time.

D.6 AVAILABILITY, SUGGESTED AVAILABILITY PERIOD (SAP), AND DESIGNATED DISPATCH POINTS (DDP)

Due to the sporadic occurrence of Incident activity, the placement of orders IS NOT GUARANTEED, and:

D.6.1 The Contractor is responsible for maintaining their availability status by informing their host dispatch office of their availability, or if available, statusing themselves in ROSS. When CE is unavailable, the equipment will not be eligible for dispatch under the agreement.

D.6.2 The suggested availability period (SAP) (C.3.3) is the period of time CE including personnel must be located within the host dispatch zone to be eligible for dispatch. The Designated Dispatch Point (DDP) is the City, State, and Zip code listed in EaTIS where the equipment and personnel must be located during the SAP. If equipment and personnel are not located within the host dispatch zone, the Contractor is responsible for making themselves unavailable.

D.7 ORDERING PROTOCOL FOR EQUIPMENT

This agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this agreement.

The Contractor shall restrict calls to the Host Dispatch Center. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors".

D.7.1 DISPATCH PRIORITY

Each Host Dispatch Center will give dispatch priority to its assigned best value equipment for emergency wildland fire suppression, all-risk, and severity assignments, BEFORE all other private resources not under this agreement.

The exceptions to this requirement

- For initial attack, dispatchers will follow the “closest forces” concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking will not be used during initial attack and CE may or may not be used.
- Tribal preference policy established within reservation jurisdiction.

D.7.1.1 Upon receipt of a resource order by a Host Dispatch Center, Government Dispatchers will not hold the CE in reserve as a contingency force in a non pay status when that resource is available.

D.7.2 ORDERING PROCEDURES FOR CE

D.7.2.1 Following agreement award, each Host Dispatch Center will have an established priority dispatch list showing the equipment located within their dispatch zone. CE will be dispatched based on this priority ranking.

D.7.4.2 If all CE on the priority list are depleted within the Host Dispatch Zone, orders will be placed with neighboring dispatch center(s). The neighboring dispatch center will fill the order with their priority dispatch list.

D.7.4.3 If all CE is depleted within the Host Dispatch Zone and their neighboring dispatch zone(s), orders will then be placed with the Northern Rockies Coordination Center NRCC.

D.7.4.4 Following agreement award, the NRCC will have a master priority dispatch list showing all CE located within the Northern Rockies geographic area. All orders placed with the NRCC will be dispatched based on the master priority list and the ability to meet the date and time needed requirements.

D.7.3 INFORMATION REQUIRED WHEN PLACING ORDERS.

D.7.3.1 At the time of acceptance of the resource order, the following information will be given to the contractor:

- Resource Order Number.
- Date and time to report to incident.
- Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.
- Incident contact phone number for further information.

- Fire Code/Funding Code

Prior to departing for the incident, the contractor must provide to dispatch the CE assigned (by EaTIS identifier number) to each request, the equipment VIN number, the complete name of each person dispatched with the CE, and the ETD and ETA from point of dispatch.

Some dispatch offices may use a FAX to provide a hard copy of the resource order to the Contractor.

D.7.4 DISPATCHING PROCEDURES

D.7.4.1 When receiving a dispatch call, the Contractor must confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached, the dispatcher may proceed with contacting the next CE on the priority dispatch list. Contractor must check in at the assignment at the time agreed upon when Dispatched.

D.7.4.2 The Government will estimate the travel time to and from the incident.

D.7.4.3 The Contractor must provide the resource order information at the time of check-in at the incident.

D.7.5 CANCELLATION OF ORDERS

Resource Orders may be cancelled. If the order is cancelled, the Contractor will be paid as provided in D.25.6.

D.7.6 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT

Emergency Fire Driving. The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (FSH 5109.34) The Contractor is responsible for complying with all other current Federal, State and Local driving regulations. See General Clauses to the Emergency Equipment Rental Agreement Form OF-294, clause 17, Exhibit A.

To mitigate exceeding length of assignments or work/rest policy, and manage the days of rest, the direction provided in the Interagency Incident Business Management Handbook shall be followed.

Contract personnel/resources shall adhere to current work/rest day-off policies. The Government's options consist of:

- The contractor provides replacement personnel. Replacement personnel are subject to the work/rest and day-off policies.

- Resources may be released after a 14-day assignment or upon demobilization by Incident Command.
- The Contract resource(s) may be retained under hire and not put on shift to allow proper rest. This time is not compensable.

D.7.7 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

D.7.8 RELEASE AND REASSIGNMENT

D.7.8.1 Release: At the time of release, the CE should notify the Host Dispatch Center of their status, and estimated time of arrival home.

D.7.8.2 Reassignment: CE's may be reassigned. Once released to the Host Dispatch Center, the Contractor or CE shall not accept new resource orders directly, nor seek out reassignments. Any new orders must come from the Host Dispatch Center. It may be advantageous for the Contractor to keep in contact with their Host Dispatch Center while in travel status home, as there could be a new dispatch request that they can fill and travel to directly.

D.8 PROPERTY

D.8.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

D.8.1.1 To ensure continued safe, efficient service at the Incident, GOVERNMENT may loan Accountable Property or Durable Property to CONTRACTOR for use at the Incident. CONTRACTOR shall maintain all loaned Accountable Property or Durable Property in good condition during use and shall return all Accountable Property or Durable Property loaned to CONTRACTOR prior to demobilization to their DDP. Federal Acquisition Regulations prohibit GOVERNMENT from exchanging or replacing Accountable Property or Durable Property. The Contractor may be liable for the loss, damage, or destruction of government property in accordance with the Government Furnished Property Clause (52.245-4).

D.8.1.2 CONTRACTOR will be charged for Consumable Goods supplied by GOVERNMENT and used by CE while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, will be deducted from payment to CONTRACTOR. At GOVERNMENT'S discretion, GOVERNMENT may provide the following Incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

D.8.1.3 Government Furnished Hose and Compliment -

The Contractor is required to arrive at an Incident equipped with hose as required in Exhibit H.2. The Government may require that Contractor-owned hose and compliment be left at the incident and the Contractor equipment be reassigned or demobilized without picking up that hose and/or compliment. In these cases the following procedure shall be followed:

- a. When the Government requires the Contractor to leave Contractor- owned hose and/or compliment on an incident, the Government will provide the Contractor with Form AD-107 Report of Transfer of Property (or equivalent).
- b. In the case of reassignments, the Contractor shall present the form to the supply unit at the incident who will loan the Contractor Government-furnished hose and/or compliment. This will be done to ensure that the Contractor maintains viability (the ability to continue operations) at the reassigned incident. At the time of demobilization to the DDP, all accountable/durable property will be returned to the government.
- c. If the CE is being demobilized, no government hose or compliment is issued. The Contractor may present an AD-107 and receipt for their Contractor-owned hose and compliment left during performance of the work to the Incident Procurement Unit Leader or Contracting Officer. The amount of reimbursement will be negotiated and may be paid as an adjustment to the invoice.

D.9 AIR TRANSPORTATION (SEE EXHIBIT K)

D.10 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

D.10.1 MANIFEST (EXHIBIT H.5)

At the time of arrival, the contractor shall provide a complete Passenger and Cargo Manifest (SF-245) and complete complement list to the Finance Section and to the Planning Section or Status Check-in, listing the Contractor name, agreement number, or federal tax identification number, each person's complete name, and departure time from point of dispatch.

The contractor shall provide a new manifest when a change in personnel occurs, before the next operational period to the Finance Section and to the Planning Section or Status Check-in.

D.10.2 AGREEMENT INFORMATION

The contractor shall carry a minimum of two copies of the agreement at all times. The contractor shall furnish a copy of the agreement to the Finance Administration Section.

D.11 LAUNDRY SERVICE

If the government provides a laundry service at the incident, the Contractor may utilize the service at no cost.

D.12 CAMPSITE

A campsite may be provided. The contractor shall provide sleeping facilities such as tents or shelters, sleeping bags etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. See D.25.4 Remain Overnight Allowance (RON).

D.13 COMMISSARY

When authorized in writing by the contractor, the contractor's employees will be permitted to use the commissary when one is available. Refer to Clause 11, General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A.

D.14 TIMEKEEPING

Refer to Clause 5, General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A.

D.15 COORDINATION

The Contractor shall designate the Single Resource Engine Boss (ENGB) or equipment operator (EQOP) of other water handling equipment as their representative on an incident to deal with all on-site administration of this agreement.

D.16 FIRST AID/ EMERGENCY EVACUATION/ ACCIDENTS

D.16.1 The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contractor personnel are injured on the fireline, the Government, at Contractor expense, may evacuate the injured person(s). If contractor personnel are in camp with an illness or injury and require transport to medical facility/hospital, the costs may be at the Contractor's expense.

D.16.2 Contractor shall provide the Single Resource Boss (engine) or Equipment Operator (CE) with an adequate supply of appropriate insurance forms, insurance

ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

D.17 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The CE shall arrive at the incident washed and free of noxious weed seeds. After arrival on the incident, time spent by the Contractor performing this task is considered on-shift time. The Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.18 VEHICLE IDENTIFICATION

All commercial motor vehicle must be licensed for interstate travel and meet the commercial interstate vehicle requirements described by Federal Motor Carrier Safety Regulation (FMCSA) 390.5.

As required in part 390 of FMCSA, every vehicle with a GVWR greater than 10,000 lbs. shall be marked on both sides of the vehicle with the following:

- the motor carrier's name or trade name
- the motor carrier's identification number preceded by US DOT.

D.19 PROHIBITED MARKING

Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.20 PRE-AWARD INSPECTIONS

Prior to award, the Government will perform inspections of equipment and personnel qualifications. Copies of the inspection reports will be distributed by the inspection team with one copy kept at the host unit, one forwarded to the CO and one forwarded to the Contractor. Pre award inspection results will be used in the best value evaluation process. These inspections are necessary for the Government to determine agreement compliance and all associated costs are considered incidental costs to the contractor, and will not be paid by the Government. Copies of the pre-award equipment and personnel qualification inspection forms are in Exhibit H.2.

D.20.1 Equipment Weights. At the time of inspection, engines and water tenders shall be weighed fully loaded and fully equipped without personnel and their gear. Two hundred and fifty pounds (250 pounds), which includes appropriate gear, will be added for each crew person. CE must not exceed the manufacturer's GVWR or GVAW when fully loaded and ready for operation: fuel, water, personnel and equipment.

D.20.2 The Agency inspector may consider an engine or water tender with a current Commercial Motor Vehicle Safety Alliance (CMVSA) or DOT decal on the windshield as passing the mechanical portion of the initial equipment inspection. This provision

does not preclude an agency inspector from performing the complete mechanical portion of the initial inspection if the inspector determines the complete mechanical inspection is required to confirm vehicle meets all requirements/specifications.

D.20.3 Schedules. Pre-award inspection schedules will be made available to the Contractors after receipt and review of quotes. The Contractor is responsible for ensuring that each CE is inspected in a timely manner. The Contractor is responsible for any fees required to pass inspection. The checklists to be used for CE inspections are shown in Exhibit H.2. Inspection of equipment and personnel records may occur concurrently, or be scheduled at different times. Re-inspections must be scheduled during regularly scheduled inspection periods. CE and personnel records may be re-inspected at any designated inspection location within the Northern Rockies Geographic Area.

When submitting personnel training records the contractor must provide:

- Completed Individual Employee Training Verification Forms for each firefighter.
- Formal training certificates for each required course, including annual Fireline Safety Refresher Training (RT-130) training. If not available at the time of inspection, submit to the Contracting Officer no later than May 22.
- Completed performance task books for each position the person is qualified to perform.
- Performance evaluations which validate experience.
- Work Capacity Fitness test record for current year. If not available at the time of inspection, submit to the Contracting officer no later than May 22.

When submitting equipment for inspection, the contractor must have vehicle fully equipped ready to fight fire and bring the following documentation:

- Annual Department of Transportation Inspection Reports
- Proof of insurance
- Current vehicle registration
- Certified fully loaded weight receipt and/or after market certification
- Proof of Workers Compensation or legal exemption.
- If Contractor chooses not to complete "FAR 52.212-3, Offeror Representations and Certifications – Commercial Items" (see E-3) on-line, then a completed copy of this clause must be submitted.

D.21 PRE-USE INSPECTION

Prior to incident use, the Government will perform inspections utilizing form OF-296 “Vehicle/Heavy Equipment Safety Inspection Checklist” to insure compliance with the agreement requirements. See Clause 1, General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A.

If the resource complement falls below the agreed upon staffing (at time of dispatch and documented on the resource order) the CE is noncompliant. If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance.

D.21.1 Inspection Reports. Copies of the incident inspection reports and related documentation will be distributed as follows:

- a. The original copy shall remain with the payment package, to be forwarded to the payment center for processing.
- b. A duplicate copy will remain with the fire documents on Host Unit.
- c. A duplicate copy given to the Contractor.
- d. A duplicate copy shall be forwarded to the CO for all non-compliant equipment.

D.22 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

See Clause 7, General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A. If the CE is released due to noncompliance, documentation must be forwarded, by the Incident Management Team to the Contracting Officer.

D.22.1 UNDERSTRENGTH ENGINE CREWS

After acceptance at the incident, the Government may elect to keep a CE (engine) that falls below three crewmembers. If the Contractor agrees to add additional crew members to bring the CE up to the agreement standard of 3 people, compliance must be met within 24 hours or the time frame designated by Government representatives at the Incident. Travel time to the Incident will not be paid for additional crew members necessary to complete a three-member crew.

If the Contractor is unable to bring engine strength to three people within 24 hours or time frame designated by Government representatives, the Government may at its discretion, accept the CE at a reduced rate, notwithstanding the fact that it is under strength. (See D.25.1 for payment information)

D.23 WORKMANSHIP

All work under this agreement shall be performed in a safe manner to a professional standard. The goal of performance under this agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit D). It will

be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit D).

If an employee or crew is terminated, quits, or otherwise is released from the Incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If Contractor does not act in a timely manner (i.e., contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

D.23.1 INCIDENT BEHAVIOR

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. **Harassment in any form will not be tolerated.** Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D.24 PERFORMANCE EVALUATIONS

The Contractor's performance will be documented on the Fire Crew Performance Rating Form (ICS-224) (posted as EXHIBIT H.1) or other comparable form, which will be completed at the incident by the government representative supervising the work. If the supervising Government representative is released from the incident prior to the release of the CE, the government representative will complete a performance evaluation prior to demobilization, for work the CE performed under their supervision. A copy of the evaluation

form(s) will be given to the Contractor at the incident and one forwarded to the CO and the Northern Rockies Coordination Center, 5767 West Broadway, Missoula Montana, 59808.

D.25 PAYMENTS FOR FIRE SUPPRESSION, ALL-RISK ACTIVITIES, AND SEVERITY

Payments will be made in accordance with Clause 6 of the General Clauses to Emergency Equipment Rental Agreement Form OF-294 (Exhibit A) Double shifts will not be ordered under this agreement.

When equipment is prepositioned for severity assignments, the following payment will be made:

Table D.25

<u>SEVERITY RATES</u>
Severity At 75% of the daily rate for 10 hours or less. For greater than 10 hours, including travel time, the daily rate applies.
If a resource is mobilized to an incident within the 10 hour severity period the payment will revert to the daily suppression rate. If the mobilization occurs outside the 10 hour severity period they will be released from their severity assignment and the suppression rates will be applied under the first and last day language of the agreement.

D.25.1. ENGINE CREW DOWNGRADE OR REJECTION

If CE reports to an Incident without three members, the CE is non-compliant and will not be accepted. If a member becomes unable to work after acceptance at an incident and the incident requests the CE remain at the incident, the payment will be reduced by \$300 per shift unless the member unable to work is the Engine Crew Boss (ENGB), at which time the CE must be rejected as non-compliant.

D.25.2 BRIEFINGS

The Single Resource Engine Boss (or operator of other water handling equipment) shall attend operational period briefings. This is included in the daily rate.

D.25.3 WITHDRAWAL OF CE

See Clause 7, General Clauses to Emergency Equipment Rental Agreement Form OF-294 Exhibit A

D.25.4 REMAIN OVERNIGHT ALLOWANCE (RON)

At the Governments discretion, a Remain Over-night (RON) allowance may be authorized. The RON allowance must be pre-authorized and documented in whole or part according to the following conditions:

\$40 lodging fee. When the Government cannot provide campsite, and commuting is not feasible an allowance of \$40.00 per person, per day shall be paid.

\$25 food/drink fee. When the Government cannot provide food and drink, an allowance of \$25.00 per person per day shall be paid.

The maximum RON that shall be allowed is based on the number of crewmembers shown on the shift ticket, but shall in no case exceed three persons. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice. Documentation of authorization must be included.

D.25.5 FOOD & DRINK

Contractors are required to provide sufficient food & drink to support the crew while in travel status and the first shift of the incident. This is not reimbursed by the Government.

Food and drink is normally provided at the incident, if available, at no charge. (Refer to Clause 8, General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A). Firefighters are encouraged to take sufficient drink with them to the fireline. See “Heat Stress” in EXHIBIT L, Safety Standards. See D.25.4 Remain Overnight Allowance.

The Government, during demobilization and/or reassignment, may provide lunches to the Contractor personnel without charging the Contractor.

D.25.6 ORDER CANCELLATION

D.25.6.1 Order Cancellation/Enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made in accordance with Clause 6, Emergency Equipment Rental Agreement Form OF-294, Exhibit A. RON will be paid when authorized.

D.25.7 PAYMENT WILL BE MADE BY – Forest Service incidents will be paid by the Incident Payment Center. Inquiries may be made by calling 1-801-625-5544. See Exhibits C.1 for other agency payment office information.

D.25. 8 METHOD OF PAYMENT – – ELECTRONIC FUNDS TRANSFER

Payments by the Federal Government under this agreement shall be made by electronic funds transfer (EFT) see clause 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration (5/99). Registration in CCR is required. (See C.1)

D.25.9 INVOICING PROCESS – FIRE SUPPRESSION, ALL-RISK ACTIVITIES, AND SEVERITY (Refer to Clause 6, paragraph b, General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A).

D.25.9.1 The Single Resource Engine Boss or operator of other water handling equipment shall have two copies of the agreement with the resource order information for the assigned incident.

D.25.9.2 After each operational period worked, the Government will record the Contractor's time on an Emergency Equipment Shift Ticket (OF-297). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily.

D.25.9.3 The Finance/Administration Section or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Option Form 286 (OF-286).

D.25.9.4 When the CE is released to return to DDP, the Finance/Administration Section will close out the Emergency Equipment Use Invoice including estimated time for return travel and overnight allowances, if applicable.

D.25.9.5 The Incident will submit a payment package including all signed originals of OF-286, OF-296, SF-261(s), pre and post inspection, and a copy of the resource order to the designated payment office. The Contractor will be given a copy of all payment documents at incident.

D.26 CE VEHICLE REPLACEMENT PARTS OR SUBSTITUTION

The intent of this clause is to provide permanent substitution of CE's, or repair and/or replacement of auxiliary or peripheral equipment for CE's, not intermittent rotation of equipment. The Contractor is obligated to provide the CE offered in the proposal.

D.26.1 Repair and/or Replacement of Auxiliary/ Peripheral Equipment.

Repair or replacement of auxiliary or peripheral equipment with like or better equipment may be done at any time without change in the agreement rates.

D.26.2 Substitutions of CE's.

Proposed CE's for substitution must be inspected and accepted by qualified inspectors, and approved in advance of use by the CO. The Schedule of Services will be changed in EaTIS to reflect approved CE vehicle identification numbers (VINs). Substituted CE must be like or better equipment with no change in the agreement rate.

D.29 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Provided as a separate attachment

SECTION E
SOLICITATIONS PROVISIONS

E.1 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS. (JAN 2006)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

(b) *Submission of offers.* Submit offers online through the Equipment and Training inventory System (EaTIS at <http://EaTIS.net> at or before the exact time specified in this solicitation. As a minimum, offers must provide: --

- (1) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (2) Acknowledgment of Solicitation Amendments;

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (d) *Contract award.* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (e) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (f) *Data Universal Numbering System (DUNS) Number.* The offeror shall enter, in EaTIS, the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at

<http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(g) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database prior to May 22, 2006, award will not be made. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(h) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency

E.2 FAR 52.212-2 Evaluation – Commercial Items (JAN 1999)

(a) The Government will award multiple agreements resulting from this solicitation to those responsible offerors whose offer's, conforming to the solicitation, will offer the best value to the Government, price and other factors considered.

The following factors will be used in the evaluation of offers for the specified type of equipment. Factors are listed in descending order of importance.

- Engines: age, foam capability and system type, gallons hauled, all wheel drive, mechanical condition.
- Water Tenders: gallons hauled, all wheel drive, mechanical condition, type of spray bars.
- Soft Track, Skidgine, Pumper Cat: pump pressure, foam capability and system type, gallons hauled, mechanical condition.

Price is approximately equal in importance to the other evaluation factors.

(b) An electronic offer of award and instructions to accept offer of award will be electronically mailed to the offerors e-mail address as provided in EaTIS. Offerors must accept offer of award within 10 days of electronic offer. Failure to accept offer of award within specified time implies rejection of the offer.

A priority dispatch list for each equipment type will be established following acceptance of awards. In the event awards are considered equal, those Contractors names will be drawn from a hat to determine dispatch priority for the entire contract period.

E.3 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph © (1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representative, on the List of Qualified HUBZone Small business Concerns maintained by the Small Business Administration, and no material change in

ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c) (10) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end

product”, “foreign end product”, and “United States” are defined in the clause of the solicitation entitled “Buy American Act-Supplies”.

(2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--Free Trade Agreements-- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component”, “domestic end product”, “end product”, “foreign end product”, and “United States” are defined in the clause of the solicitation entitled “Buy American Act- Free Trade Agreements--Israeli Trade Act”.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-- Free Trade Agreements--Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAN 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-- Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

LINE ITEM NO

(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (JAN 2004). If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-- North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired

under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations & certifications posted on the Online Representations & Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations & certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by the submission of this offer that the representations & certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations & certifications posted on ORCA]